# CONTRACT NNL07AA00B (Modifications)

The following information has been determined to be exempt from disclosure and has been deleted from the modifications:

- Modification 2: Award Fees (1st Period), pages 1-4
- Modification 2: Award Fees (2<sup>nd</sup> Period), pages 1-4
- Modification 4: Award Fees (3rd Period), pages 1-6
- Modification 6: Cost Rates/Payments, page 2
- Modification 6: Attachment 1
- Schedule of Rates, Section J, Exhibit C

The deleted material is exempt from disclosure under 14 C.F.R. 1206.300 (b) (4) which covers trade secrets and commercial or financial information obtained from a person and privileged or confidential. It has been held that commercial or financial matter is "confidential" for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government's ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, National Parks and Conservation v. Morton, 498 F2d 765 (D.C. Cir. 1974). Disclosure of the financial information could cause substantial competitive harm to the contractor by providing its competitors insight into the company's costing practices and management approaches. Furthermore, disclosure would discourage other companies from participating in future competitive procurements, thereby impairing the Government's ability to obtain complete and accurate cost data, and in turn, frustrating the mandate to obtain maximum competition in negotiated procurements.

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- I. As a result of this acquisition, Swales & Associates, Inc. has represented its size status as "other than small" in accordance with FAR 19.301-2(b). Therefore, the contract is changed as follows:
  - 1. The contractor's name as shown in Block 15 of the contract document is corrected to read Swales & Associates, Inc. DBAATK Space vice Swales Aerospace. All other information in the block 15 remains unchanged.
  - 2. Section I, the following clauses are deleted in their entirety:

52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-14	DEC 1996	LIMITATION ON SUBCONTRACTING
52.227-11	JUN 1997	PATENT RIGHTS—RETENTION BY THE CONTRACTOR (SHORT FORM) (AS MODIFIED BY NFS 1852.227-11)(May 2002)

3. Section I, the following clauses are incorporated by reference herein:

52.219-9	SEP 2006	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1998	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-6	APR 2005	ADMINISTRATION OF COST ACCOUNTING STANDARDS
1852.219-75	MAY 1999	SMALL BUSINESS SUBCONTRACTING REPORTING
1852,227-71	APR 1984	REQUESTS FOR WAIVER OF RIGHTS TO INVENTION

- 4. The Small Business Subcontracting Plan shall be submitted to the contracting officer within 30 days of the execution of this modification.
- 5. Section J, Exhibit F, Contract Documentation Requirements is revised to incorporate requirements for submission of the small business subcontracting annual reports as shown in the attached revised document.
- II. As a result of ATK's acquisition of Swales and Associates, Inc., and in acknowledgment of the increased potential for Organizational Conflicts of Interest, the contract is changed as follows:
  - Clause H.4, Limitation of Future Contracting is revised to read as shown below:

# H.4 LIMITATION OF FUTURE CONTRACTING (NASA 1852.209-71) (DEC 1988) (Applicable to all CLINs)

- (a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective Offerors is invited to FAR Subpart 9.5—Organizational Conflicts of Interest.
- (b) The nature of these conflicts may be one or more of the following:

- (1) An unfair competitive advantage.
- (2) Organizational Conflicts of Interest in the form of conflicting roles that might bias the Contractor's judgment, such as:
  - (i) The evaluation of the Contractor's own products.
  - (ii) Participation by the Contractor in the development of requirements and specifications for both software and hardware systems.
  - (iii) The management of the evaluation of the Announcements of Opportunity (AO) process.
  - (iv) The management of External Readiness Reviews and assessment processes.
  - (v) Potential for access to other Contractor's confidential business and technical information and/or other proprietary Contractor data.
- (vi) Access to project planning and other documents relating to the government's plans for upcoming projects and acquisitions
- (c) The restrictions upon future contracting are as follows:
- (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier Subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.
- (2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.
- 2. Clause H.5 is revised to read as follows:

## H.5 ORGANIZATIONAL CONFLICTS OF INTEREST (OCIs) (Applicable to all CLINs)

- (a) Pursuant to FAR 9.504, the Contracting Officer is responsible for identifying and evaluating potential Organizational Conflicts of Interest early in the acquisition process and either avoiding, neutralizing, or mitigating such conflicts before contract award.
- (b) In general during the performance of this contract, the Contractor may encounter conflicts when required to provide systems engineering and technical direction, prepare specifications or

work statements, provide evaluation services, and/or obtain access to proprietary information as described in FAR 9.505. More specifically, the Contracting Officer has determined that during performance of this contract, the Contractor may be put in the position of performing engineering, scientific, business services and/or other related technical services on critical systems such as space flight hardware and others that were designed and/or built by the Contractor. [For purpose of this clause, the term "Contractor" includes any division, separate company, or subsidiary that is wholly-owned by the parent corporation, and includes any of the prime Contractors teammates and/or Subcontractor(s)]. The existence of these conflicting roles might bias the Contractor's judgment.

- (c) The contractor shall meet quarterly with the Contracting Officer and LaRC officials to discuss upcoming actions that might result in conflicts in order to mitigate these conflicts as early as possible. The contractor shall prepare and provide to the Contracting Officer on at least a quarterly basis a docket consisting of all active contracts, anticipated contracts and subcontracts, work that the contractor, its parents and subsidiaries are pursuing or intend to pursue, and work in which the contractor, its parent and subsidiaries are interested. The docket and review shall include active contracts and subcontracts, anticipated contracts and subcontracts, current pursuits, and actions of interest to Swales & Associates, Inc. and ATK as well as upcoming projects for LaRC.
- (d) Contractor's response to Task Orders: Within two working days of receipt of a Task Order request or an Electronic Notice of Clarification (NOC) (clause H.8), causing such a conflict to arise, the Contractor shall review the task order or NOC to determine if a potential conflict exists. The review process shall include, as a minimum, review by:
  - (1) The TEAMS contract project manager
  - (2) ATK Counsel
- (3) ATK Space Systems Vice President for Business Development or the Vice President and General Manager of ATK Space Division

The contractor shall notify the Contracting Officer in writing detailing the review and advise as to whether a conflict does or does not exist and provide a report of a potential conflict detailing:

- (1) The nature of the conflict
- (2) Plan for avoiding, neutralizing or mitigating the conflict
- (3) The benefits and risks associated with acceptance of the plan
- (e) Government Response to a Report of a Potential Conflict: The Contracting Officer shall review the report and determine which of the following approaches is in the best interest of the Government and shall so advise the Contractor:
  - (1) The Contractor shall perform consistent with the Task Order;
  - (2) The Contractor shall not perform the Task Order:

- (3) The Task Order shall be cancelled or modified to remove the identified conflict and/or work identified in the Task Order;
- (4) The Task Order may be performed by other Government personnel, and/or the work may be obtained by the Government from another source not possessing a similar conflict of interest; or
- (5) The Contractor may identify a Subcontractor who can provide services consistent with the Task Order. The Contractor may enter into a subcontract and retain all contractual responsibilities except that the Subcontractor technical reports shall be delivered directly to the Contracting Officer's Technical Representative and the Contracting Officer. This subcontract will not obviate the Contractor's responsibility for acceptable technical performance of the Task Order.
- (f) Additional requirements:
- (1) Any limitations on future contracting resulting from the Contractor's or its Subcontractor's preparation of specifications, performance work statements, or access to proprietary, business confidential, or financial data of another company are identified in Section H.4 "Limitation of Future Contracting".
- (2) The Contractor shall include this clause in all subcontract(s) regardless of tier.
- Clause H.6 is revised to read as follows:

# H.6 TASK ORDERING PROCEDURE (NFS 1852.216-80) (OCT 1996) (Applicable to CLIN 2 and CLIN 3)

- (a) Only the Contracting Officer may issue Task Orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of Task Orders and Task Order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized in writing by the Contracting Officer.
- (b) Prior to issuing a Task Order, the Contracting Officer shall request a proposed task plan from the Contractor. The request shall include the following data:
  - (1) A functional description of the work identifying the objectives or results desired from the contemplated Task Order.
  - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
- (3) Type of Task Order (either cost-reimbursement or firm-fixed-price)
- (4) Response time for submitting task plan

- (c) Within two working days of receipt of a Task Order request, the contractor shall notify the Contracting Officer as to whether an organizational conflict of interest does or does not exist in accordance with clause H.5 ORGANIZATIONAL CONFLICTS OF INTEREST (OCIs)
- (d) In the absence of a specified response time in the Contracting Officer's request, the Contractor shall submit a task plan within 15 calendar days, or another time if mutually agreed to by the parties. In some cases in order to meet urgent requirements, the Contractor may be required to respond to the shorter time period identified by the Contracting Officer.
- (e) After receipt of the Contracting Officer's request, the Contractor shall submit the appropriate task plan, which includes the information below:
  - (1) Discussion of the technical approach for performing the work
  - (2) The total estimated cost and fee for CLIN 2 Task Orders or the total price, including profit for CLIN 3 Task Orders for completion of the Task Order in accordance with Section B.7, Schedule of Rates for Task Orders, to include the following:
    - (i) Direct Labor estimate by category including hours
    - (ii) The travel and material estimates
    - (iii) An estimate for Subcontractors and consultants
    - (iv) Estimated computer use time required; if applicable
    - (v) Indirect costs
  - (vi) Discussion of OCI review and findings in accordance with H.5(d)
  - (vii) OCI mitigation plan if required
  - (viii) Other pertinent information
  - (ix) Monthly spending profile
  - (x) The Contracting Officer may require the Contractor to provide the cost information as defined in Paragraphs (i) through (vii) above for subtasks within an overall Task Order.
  - (xi) For CLIN 2 Task Orders, proposed fee to be assigned to the Task Order will be distributed across the Task Order period of performance in the same proportion as the estimated monthly costs. These resulting monthly fee amounts will become part of the award fee pool in the period in which the monthly costs were to be incurred. For CLIN 3 Task Orders, profit will be negotiated as part of the total price on a Task Order basis as specified in Section B.6.
  - (xii) The Contractor shall indicate with each task plan either that none of the data or software qualifies as limited rights data or restricted computer software, or identify which

of the data or software qualify as limited rights data or restricted computer software. Absent Contractor identification of limited rights or restricted computer software in each Task Order plan, FAR clause 52.227-14, "RIGHTS IN DATA – GENERAL", as modified by 1852.227-14, without Alternates shall apply to all data and software delivered under all Task Orders. Additionally, absent identification of limited rights data or restricted computer software, the Contractor is authorized to assert, or to authorize the assertion of, claim to copyright in any and all computer software first developed in performance of this contract as authorized by the FAR clause 52.227-14, as modified by NFS 1852.227-14. Having been granted permission to assert, or authorize the assertion of, claim to copyright in computer software first developed in the performance of this contract, the Contractor hereby agrees to assign, or obtain the assignment of, all rights, title, and interest in any and all copyrights in computer software first developed in performance of this contract to the U.S. Government. For purposes of defining the rights in the computer software, computer software shall include source codes, object codes, executables, ancillary files, and documentation.

- (f) The task plan, once negotiated/accepted by the Contracting Officer, represents the baseline to be used for reporting in columns 7b and 7d of the NASA Form 533M (See Section J Exhibit F, Contract Documentation Requirements, Paragraph A).
- (g) After review and any necessary discussions, the Contracting Officer may issue a Task Order to the Contractor containing, as a minimum, the following:
  - (1) Date of the order
  - (2) Contract number and Task Order number
- (3) Functional description of the work identifying the objectives or results desired from the Task Order, including special instructions or other information necessary for performance of the task.
- (4) Performance standards, and where appropriate, quality assurance standards.
- (5) Maximum dollar amount authorized for:
  - (i) CLiN 2 Task Orders (cost and award fee). This includes allocation of award fee among award fee periods, if applicable.
  - (ii) CLIN 3 Task Orders (price, including profit).
- (6) Any other resources (e.g., travel, materials, equipment, facilities) authorized.
- (7) Delivery/performance schedule including start and end dates.
- (8) If contract funding is by individual Task Order, accounting and appropriation data.
- (9) If applicable, the identified OCI, along with the approved OCI mitigation strategy.
- (h) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within

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3 working after receipt of the Task Order.

- (i) The Contracting Officer may amend Task Orders in the same manner in which they were issued.
- (j) In the event of a conflict between the requirements of the Task Order and the Contractor's approved task plan, the Task Order shall prevail.
- 4. Clause H.8 is corrected to read as follows:

# H.8 ELECTRONIC NOTICES OF CLARIFICATIONS (NOCs) (Applicable to CLIN 2)

For some CLIN 2 Task Orders, the Government can define the general scope, but cannot fully define the details (e.g., drawings, processes and procedures). For these cases, general descriptions will be stated in the Task Order PWS, and when the specific details are clarified they will be given to the Contractor in hard copy and/or electronic media. Explicitly capturing these clarifications is necessary to ensure performance value for the Government and the Contractor. When these clarifications are received, the Contractor shall conduct a review of the task for OCIs in accordance with Clause H.5(d). The contractor shall notify the Contracting Officer within two working days if the clarifications do or do not result in an OCI. The contractor shall document the clarification in an electronic notices of clarifications (NOCs) to the Contracting Officer, the COTR, the Technical Monitor, and/or individual users. If the clarification does result in an OCI requiring a written mitigation plan, the clarification, including the OCI mitigation plan, will result in a formal modification to the task order. NOCs will be considered part of the official Task Order records. Initial rough order of magnitude estimates (ROMs) for time and cost may be required for some NOCs. These estimates will be necessary to ensure appropriate cost-sharing among multiple users of the NOC activity within a Task Order. In no case shall the Contractor proceed with a NOC that changes the overall scope or exceeds the cost of the Task Order without a modification to the Task Order.

- III. The following administrative changes are made to the contract.
- 1. Section I, clause 1852.204-76, SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NOV 2004) is deleted in its entirety and is replaced with clause 1852-204-76, SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (MAY 2007).
- 2. Section J, Exhibit B, Award Fee Evaluation Plan, <u>PART IV METHOD FOR DETERMINING AWARD FEE</u>, subparagraph (C), the first sentence is corrected to read as follows: The Contractor may submit a 20-page (or less) self-assessment report including cost analyses (not included in the 20-page limitation) to the technical and business coordinators within 25 calendar days from the end of the initial 5-month evaluation period and each additional 6-month evaluation period.
- 3. Section J, Exhibit E, the current DD 254 is deleted and replaced with the attached, updated DD 254.
- 4. Section J, Exhibit A, Performance Work Statement, paragraph 3.6 is added as follows:



## 3.6 Emergency Preparedness and Response

The Contractor's obligation may include resolution of unusual or emergency situations. The Contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to emergencies. Obligations under this requirement shall only arise when one or more of the criteria at FAR 18.001, enabling NASA to utilize "Emergency Acquisition Flexibilities", are met. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the Changes clause of this contract.

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		Sylvia Small			
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- 1. The purpose of this modification is to incorporate by reference:
  - a. ATK Space Small Business Subcontracting Plan, dated 11/21/2007,
  - b. Revised Organizational Conflicts of Interests (OCI) Mitigation Plan, dated 03/06/2008,
  - c. Online Representations and Certifications Application (ORCA) certified on 08/14/2007, which replaces the certification submitted with the solicitation,
  - d. Wage Determination No. 2005-2544, Revision 6, dated 11/13/2007 available online at www.wdol.gov.
- 2. The payment office in block 25 is changed

From: NASA/ Langley Research Center

Financial Management Division

M/S 175

Hampton, VA 23681-2199

To: NASA Shared Services Center (NSSC)

Financial Management Division (FMD)

Accounts Payable

Bldg 1111, C. Road

Stennis Space Center, MS 39529

Phone: 1-877-677-2123 Fax: 1-866-209-5415

Email: NSSC-AccountsPayable@nasa.gov

3. NFS 1852.216-87, Submission of Vouchers for Payment, paragraph (b) (1) is changed

From: NASA Langley Research Center

M/S 175/ Accounts Payable and Employee Services Branch

Hampton, VA 23681-2199

To: NASA Shared Services Center (NSSC)

Financial Management Division (FMD)

Accounts Payable Bldg 1111, C. Road

Stennis Space Center, MS 39529

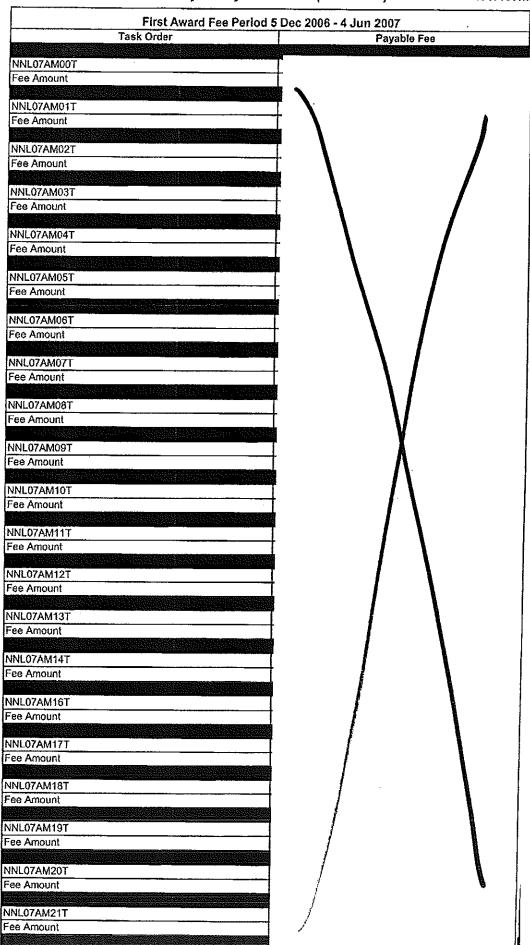
4. Section H, Clause H.5, Organizational Conflicts of Interest (OCIs), paragraph (d)(3) is changed

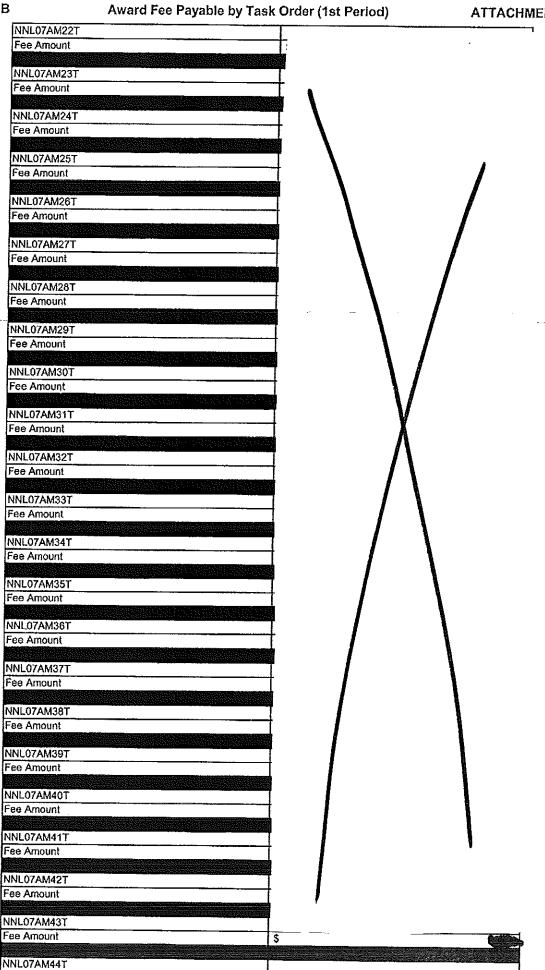
From: ATK Space Systems Vice President for Business Development or the Vice President and General Manager of ATK Space Division

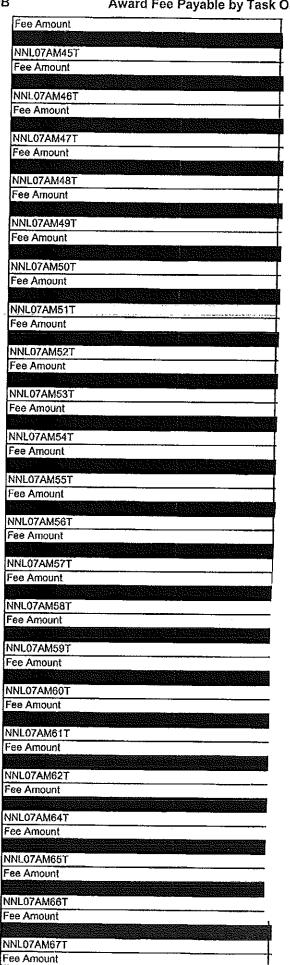
To: ATK Space Systems Vice President for Business Development, the Vice President and General Manager of ATK Space Division, or other alternates identified to and approved by the Contracting Officer.

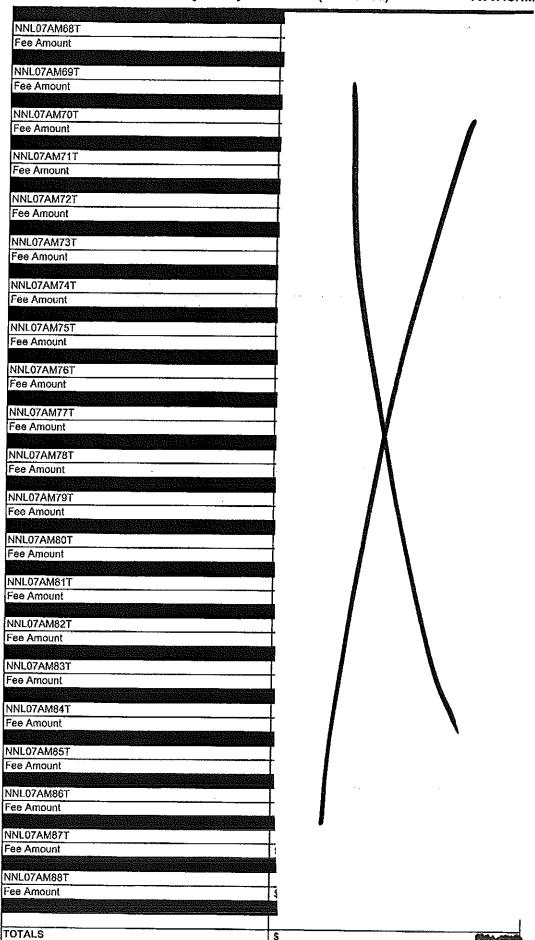
5. Award Fee determinations for the 1st and 2nd periods are reflected in Attachments 1 and 2.

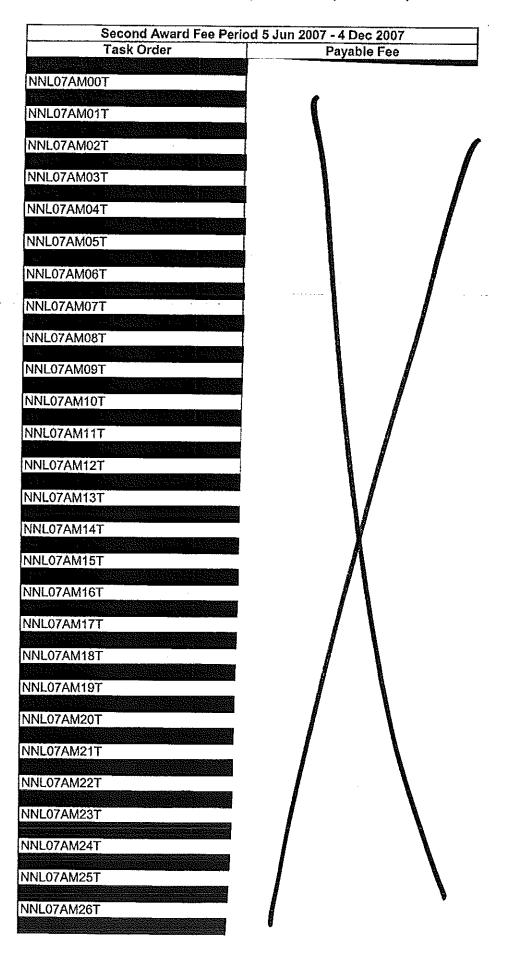
All other terms and conditions remain unchanged.

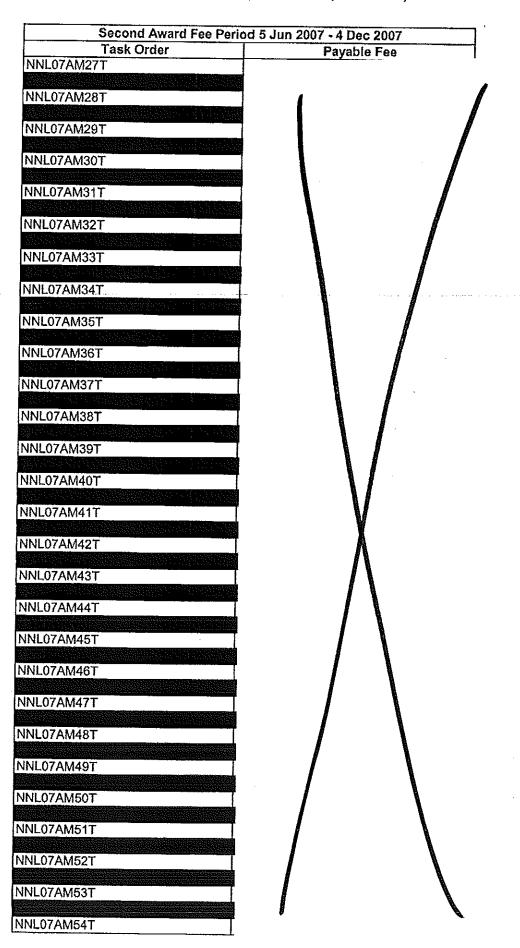


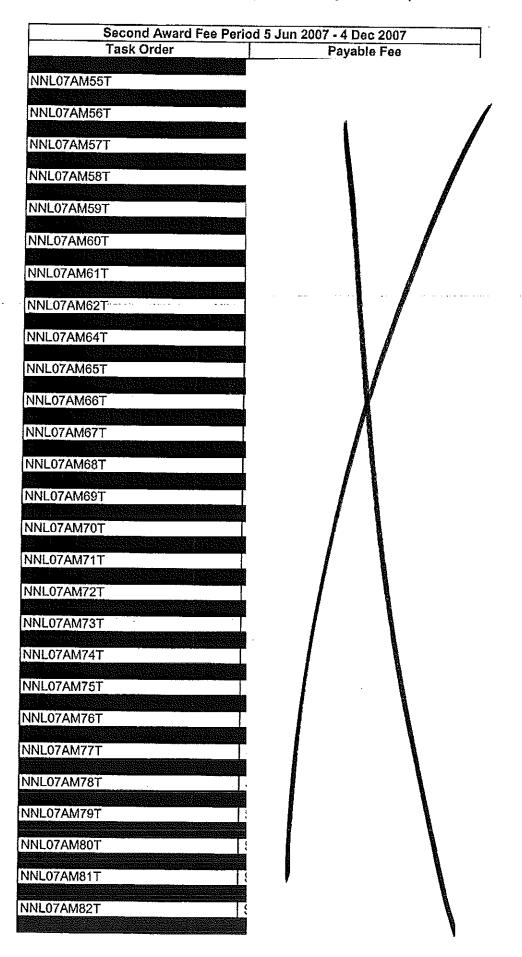


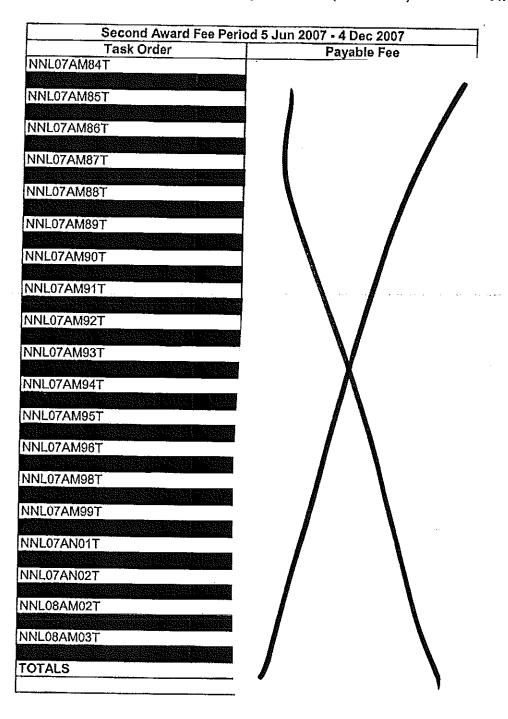












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4. Incorporate the following Government Property Clauses:

#### BY REFERENCE

FAR 52.245-1, Government Property (Jun 07)

#### FULL TEXT

## NFS 1852,245-73, Financial Reporting of NASA Property in the Custody of Contractors (Sep 2007)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on

property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if

contract administration has been delegated to DOD) to the following address:

NASA Langley Research Center Industrial Property Office M/S 377 Hampton, VA 23681-2199

unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

- (c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.
- (2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.
- (d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of clause)

## NFS 1852.245-76, List of Government Property Furnished Pursuant to FAR 52.245-1 (Deviation) (Sep 2007)

(a) For performance of work under this contract, the Government will make available Government property identified below or in Attachment N/A of this contract on a no-charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property. The Contractor shall use this property in the performance of this contract at NASA Langley Research Center, Hampton, VA and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

Item Description	Acquisition Date	Acquisition Cost	Qty	If equipment				
	<u> </u>		]	Manufacturer	Model	Serial Number		
Projector, Laser	01/29/2008	\$33,000.00	1 EA	Assembly Guidance Systems, Inc.	PCS	10510		
Projector, Laser	01/29/2008	\$33,000.00	1 EA	Assembly Guidance Systems, Inc.	PCS	10511		
Projector, Laser	01/29/2008	\$33,000.00	1 EA	Assembly Guidance Systems, Inc.	PCS	10512		
Projector, Laser	01/29/2008	\$33,000.00	1 EA	Assembly Guidance Systems, Inc.	PCS	10513		
Computer Micro	01/29/2008	\$2,450.00	1 EA	Adlink Tech, Inc.	ADLINK 1	2441A-79001		
Verification Unit	01/29/2008	\$18,000.00	1 EA	Assembly Guidance Systems, Inc.	H2A	0023		
Display Unit	01/29/2008	\$750.00	1 EA	Samsung Electron Devices	720N	MJ17H9FM4114513P		
Metal Storage Cabinet		\$200.00	1 EA					
Vacuum Debulk Table Top		\$5,000.00	1 EA			01050-3		
Assembly Guidance Laser Stand		\$6,000.00 (\$3,000 EA)	2 EA			001-002		
Assembly Guidance Laser Stand		\$6,000.00 (\$3,000 EA)	2 EA			003-004		

#### (End of clause)

5. Transfer the following Government property from Contract NNL07AA00B (TEAMS) to Contract NNL04AA13B (SMATAAAV) Northrop Grumman:

IM7/977-2 Material, CCM-SPEC -001, Type II Material - (1) Roll (No. 3 / 34 lbs) Value: \$ 7,500.00

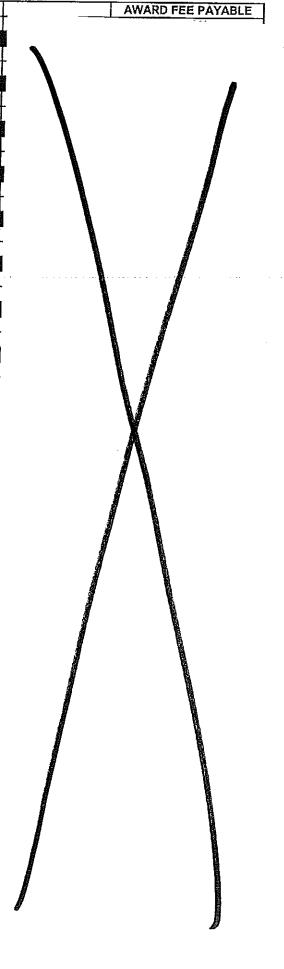
6. Incorporates the attached Revised Section J Exhibit F, Contract Documentation Requirements, paragraph A, This revision eliminates the requirement for a Baseline Financial Management Report for each of the remaining 12 month intervals.

All other terms and conditions remain unchanged.

AWARD FEE - 3RD PERIOD	TEAMS CONTRA	CT NNL07AA00B ATTACHMENT 1 - Oct 2008
TASK	TOTAL POTREATE #	AWARD FEE PAYABLE
TASK	TOTAL ESTIMATE \$	
NNL07AM00T		, ]
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NNL07AM03T		/ /
	\$ 44,065.75	
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	\$ 338,156.58	
NNL07AM05T		[
	\$ 64,905.65	
NNL07AM06T		
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NNL07AM07T		\
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AND		/ <b>/</b>
NNL07AM09T	\$ 1,227.58	
NNL07AM10T	\$ 315,236.67	
NNL07AM11T	\$ 57,696.89	
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NNL07AM15T		
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	\$ 73,828.85	
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	\$ 90,715.78	,
NNL07AM19T		
	\$ 158,459.62	1

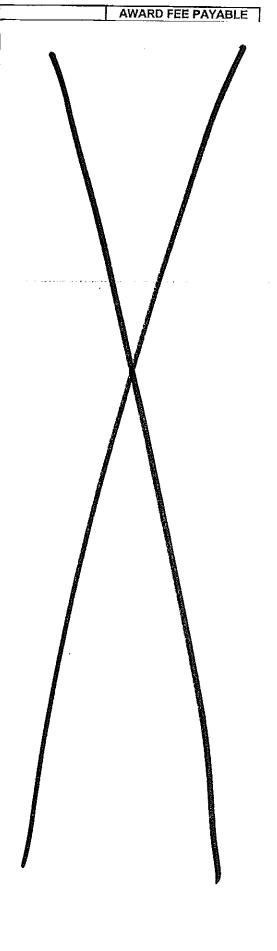
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NNL07AM22T  \$ 200,806,98  NNL07AM23T  \$ 62,742,47  NNL07AM24T  \$ 90,565,13  NNL07AM25T  \$ 31,395,20  NNL07AM26T  \$ 30,786,08  NNL07AM27T  \$ 195,889,35  NNL07AM29T  \$ 77,743,81  NNL07AM30T  \$ 10,602,78  NNL07AM31T  \$ 159,041,84  NNL07AM31T  \$ 130,552,73  NNL07AM34T  \$ 57,548,80  NNL07AM36T  \$ 129,763,97  NNL07AM36T  \$ 364,657,77  NNL07AM36T  \$ 364,657,77  NNL07AM36T  \$ 364,657,77  NNL07AM36T  \$ 364,657,77	NNL07AM21T		240 500 00			/
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MACONMAAL	\$	98,014.99
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	\$	308,458.90
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NNL07AM61T			<b>\</b>	
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NNL07AM62T	\$	71,547.70	1	/
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	\$	19,941.43		
NNL07AM67T			•	<b>\</b>
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NNL07AM69T				· <b>X</b>
	\$	116,214.96		
NNL07AM70T				
	\$	78,571.27		
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	\$		/	
NNL07AM72T			/	
	\$	572,485.97		
NL07AM73T			/	
	\$	72,916.15		
INL07AM74T			1	
	\$	412,919.85	/	
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	\$	125,476.79		
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NNL07AM88T		
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NNL07AM90T	\$ 2	20.700.00
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NNL07AM91T	\$	
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NNL07AM92T	\$ 1	64,642.80
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NNL07AM93T	\$	49,765.36
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NNL07AM94T	\$ 8	31,033.74
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NNL07AM95T	\$ 20	01,619.14
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NNL07AM96T	\$ 11	13,770.90
NNL07AM98T		
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NNL07AM99T	\$ 10	3,240.51
NNL07AN01T		
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NNL07AN03T			. <b>\</b>	
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NNL08AM02T	\$	378,261.41	\	/
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NNL08AM03T	\$	315,179.13	1	/
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	\$	662,685.63		
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NNL08AM15T	\$	22,013.80		
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# AWARD FEE EVALUATION PLAN (APPLICABLE TO CLIN 2)

Technology, Engineering, and Aerospace Mission Support (TEAMS)

CONTRACT No. NNL07AA00B

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PARTI	INTRODUCTION				
PART II	AWARD FEE EVALUATION BOARD ORGANIZATIONAL STRUCTURE				
PART III	EVALUATION REQUIREMENTS				
PART IV	METHOD FOR DETE	RMINING AWARD FEE			
PART V	CHANGES TO EVALU	JATION PLAN			
ATTACHMENT 1	GRADING TABLE				
ATTACHMENT 2	ACTIONS AND SCHE	DULES FOR AWARD FEE DETERMINATIONS			
David Wall: Techr	nical Coordinator	Sylvia N. Small: Business Coordinator			
Sherry Cox: Se	ecretary				
Steven G. Rezni	ck: Chair	Richard J. Siebels: Member			
Eric Vedeler: N	lember	Luat Nguyen: Member			
Jonathan Ransom	: Member	Trina M. Chytka: Member			
Chris Johansen:	Member				

#### PART I -- INTRODUCTION

(A) This plan covers the administration of the award fee provisions of Contract No.\_\_\_\_\_\_NNL07AA00B \_\_\_\_\_, dated \_\_\_\_\_\_ 5 Dec 2006 \_\_\_\_, with \_\_\_\_\_Swales Aerospace \_\_\_\_\_. The contract was awarded after completion of negotiations in accordance with the provisions of RFP NNL06148457.

Note: Modification 1, dated 22 Oct 2007, reflects a name change to Swales & Associates, Inc., DBA ATK Space resulting from a merger action.

Modification 4, dated 03 Nov 2008, reflects contractor name change to ATK Space Systems, Inc.

- (B) This plan applies to CLIN 2 Task Orders. CLIN 3 Task Orders are not subject to this Award Fee Plan.
- (C) The evaluation factors specified in Part III will be used to evaluate the Contractor's performance at the Task Order level.
- (D) The following matters, among others, are covered in the contract:
  - (1) The contractor is required to provide non-personal services to perform engineering, scientific, and related tasks. These services will assist the NASA Langley Research Center (LaRC) in meeting the objectives of its evolving mission functions along with interrelated functions of the agency and other NASA centers.
  - (2) The term of the contract is from 5 Dec 2006 through 4 Dec 2011
  - (3) The estimated cost of performing the contract is \$ 200,000,000.00
  - (4) The award fee payable will be determined semi-annually by the Fee Determination Official in accordance with this plan.
  - (5) Award fee determinations are not subject to the Disputes clause of the contract.
  - (6) The FDO may unilaterally change the matters in this plan, as covered in Part V and not otherwise requiring mutual agreement under the contract, provided the contractor receives notice of the changes at least \_\_\_\_\_\_ 10 \_\_\_\_ work days PRIOR TO the beginning of the evaluation period to which the changes apply.

#### PART II — AWARD FEE EVALUATION BOARD ORGANIZATIONAL STRUCTURE

(A) <u>Charter</u>: The Award Fee Evaluation Board (AFEB) derives its authority from a Langley Research Center (LaRC) memorandum signed by the Center Director dated 1 Jun 2007

The Charter of the AFEB is to maintain an organization and establish a method of operation which will ensure acquisition of data necessary to permit a valid semi-annual assessment of the Contractor's performance in the following three areas: (1) Technical Performance; (2) Management, Safety, and Security; and (3) Cost. The AFEB is to implement an evaluation plan, evaluate the Contractor's overall performance concerning the contract work, discuss such evaluations with the Contractor, and submit to the Fee Determination Official (FDO) a fee recommendation for each evaluation period with applicable results and findings.

(B) <u>Award Fee Evaluation Board</u>: The AFEB membership consists of those individuals appointed in memorandums dated <u>11 Jun 2007 and 8 Jan 2008</u> signed by the Associate Director. Changes in the AFEB Chairperson, other Voting members, Secretary, and Technical

and Business Coordinators will be approved by the FDO in writing. The Center Director assigns the FDO and will make changes as required. The Contractor will be provided with notification of any such changes in writing. The AFEB is comprised of:

- (1) Fee Determination Official A member of Langley Research Center (LaRC) management designated to review the semi-annual recommendation of the AFEB in order to make a final determination of the award fee. The Center Director shall make the appointment and any changes of the FDO in writing.
- (2) <u>AFEB Chairperson</u> A LaRC civil service employee designated to lead the award fee evaluation process. The Chair is responsible for leading the preparation of the award fee plan and for all meetings of the AFEB. The Chair shall schedule all meetings so that the evaluation process can be completed within the time allotted. If the AFEB Chair is unavailable to schedule and conduct the meeting, the FDO shall appoint one of the other voting members to serve as Chairperson for the Award Fee Evaluation period.
- (3) <u>AFEB Secretary</u> A LaRC civil service employee designated to document the activities of the AFEB. The Secretary is responsible for the minutes of meetings or other documentation that summarizes the information reviewed, including any additional information provided by the contractor, as well as documenting the consideration given to all such information.
- (4) <u>Technical Monitor</u> A NASA civil service employee designated to serve as a liaison between the Contractor and the Contracting Officer's Technical Representative (COTR). A Technical Monitor (TM) is responsible for monitoring the overall task performance by the Contractor including delivery of the final product and/or services identified in Task Orders, and Performance Work Statement. TMs are appointed by the COTR and are identified in the Task Order document.
- (5) <u>Coordinator</u> A LaRC civil service employee designated to receive, validate, assess and present performance information to the AFEB. There are two Coordinators for this contract:
  - (a) <u>Technical Coordinator</u> responsible for documenting and presenting the evaluation of the Contractor's Technical Performance. The Technical Coordinator will assimilate the TMs' semi-annual evaluation reports and input their adjective and numerical ratings, significant strengths/weaknesses, and other pertinent performance evaluation information into a report. The report will include analysis of the evaluation data input from the Contractor, and Coordinator's conclusions/recommendations. The Technical Coordinator will also document strengths and weaknesses of the Contractor's performance under the Technical Performance Factor, and assign an adjective rating as described in Attachment 1 to Exhibit B.
  - (b) <u>Business Coordinator</u> will evaluate the Management and Safety, and the Cost Factors, and will assign an adjective rating as described in Attachment 1 to Exhibit B for each Factor. In deriving a rating for the Management and Safety Factor, the Business Coordinator will take into account the effectiveness of the Contractor in recognizing and resolving business problems. The Business Coordinator will then perform a cost analysis as defined below and present the findings to the AFEB. The Business Coordinator will also document strengths and weaknesses in reference to Management and Safety along with the results of the Cost analysis.

The Coordinators' reports will be forwarded to the AFEB at least three working days prior to the scheduled AFEB meeting. The Coordinators will present an oral briefing of their evaluation results at the evaluation meetings.

(C) <u>AFEB Meeting</u> — The meetings will be scheduled so that the evaluation process can be completed and the Determinations and Findings presented to the FDO for action within 45 calendar days following completion of the evaluation period. At least four of the voting AFEB members shall be present in order to conduct the meeting.

#### PART III — EVALUATION REQUIREMENTS

The following is a description of the evaluation factors to be considered. The Contractor's performance levels will be assessed for each factor using the adjective ratings described in Attachment 1 to Exhibit B. The evaluation process will encompass actual performance and the conditions under which it was achieved. For example, performance will be considered in light of the priorities and workload existing during the evaluation period, taking into consideration factors beyond the Contractor's control, which either enhanced or detracted from performance.

- (A) <u>Technical Performance</u> The effectiveness of the Contractor's overall technical performance will be evaluated. The primary basis of the evaluation will be the specific standards/metrics listed in individual Task Orders.
- (B) <u>Management, Safety, and Security</u> The effectiveness of the Contractor's overall management will be evaluated at the contract level (vice the Task Order level). Consideration will be given to:
  - (1) Staffing effectiveness, including:
    - a. Balancing retention of required skillsets vs. overall contract "cost creep"
    - b. Proper training to maintain required skillsets
  - (2) Recognition, mitigation and management of Organizational Conflicts of Interest
  - (3) Responsiveness to emergency and other urgent tasks
  - (4) Compliance with US Government and NASA/LaRC regulations and procedures for:
    - a. Export control and general release of information.
    - b. IT security and IT security training
    - Workplace safety and safety training
  - (5) Effectiveness of the Contractor's safety and health program:
    - a. Evaluation of the Contractor's emphasis on safety:
      - (i) Safety training
      - (ii) Actions taken to prevent accidents or safety violations
      - (iii) Recognition of safety hazards/violations and remedial actions
      - (iv) Timeliness and adequacy of required safety documentation
    - b. Analysis of lost-time and other accidents:
      - (i) Frequency

- (ii) Types of accidents
- (iii) Duration of lost time
- (iv) Reasons for the accidents
- (v) Assessment to determine if accidents represent isolated instances or are symptomatic of a contractor safety program deficiency
- (6) Effectiveness of the Contractor's security program:
  - a. Maintenance of Top Secret facility clearance capability
  - b. Maintenance of sufficient number of appropriately cleared staff
  - c. Compliance with applicable security regulations
  - d. No major security breaches
- (7) Subcontracting goals
  - a. Performance against the subcontracting plan incorporated in the contract. Consideration shall be given for accomplishment of goals for subcontracting with small business, HUBZone small business, women-owned small business, veteran-owned small business, and service-disabled veteranowned small business concerns.
  - b. Consideration shall be given to achievements in subcontracting high technology efforts
- (8) Overall management effectiveness, including:
  - a. Adequacy of equipment and other tools to perform the contract
  - b. Communications/cooperation/working relationships with Government
  - c. Quality and timeliness of required documentation
  - d. Recognition, resolution and prevention of problems
  - e. Soundness of management systems including:
    - (i) Control of Government property
    - (ii) Purchasing and subcontracting
    - (iii) Time and attendance
    - (iv) Work scheduling and control
  - f. Any other actions that significantly contribute to or detract from effective management.
- (C) <u>Cost Analyses</u> The effectiveness of the Contractor's management of cost will be evaluated. The cost evaluation is a subjective analysis based on a variety of factors. The evaluation will be based on the Task Orders performed during the six-month evaluation period, an overall assessment of the Contractor's indirect rates, and other areas of the planned and actual costs. These areas will include but are not limited to G&A and overhead, wrap rates, and material and travel costs. There will be two Task Order cost analyses also considered in the award fee process to address specific areas of cost performance as described below:

- (1) Cost Overrun/Underrun Analysis: The Task Order Actual Cost will be compared to the Task Order Planned Cost for each Task Order performed during the six-month evaluation period. This analysis considers the percentage of tasks that fall at or below 105% of the Task Order Planned Cost. Minimizing overruns is always important, however, controlling underruns is also important as the Award fee is based on the estimated cost, not the actual cost.
- (2) <u>Cost Estimation Accuracy Analysis</u>: This analysis assesses the Contractor's performance in controlling the actual number of Task Orders that exceed ±10% of the <u>Task Order Planned Cost</u> and managing the overall accuracy of its cost estimation. The analysis will provide an understanding of the overall Task Order compliance, rather than simply using an average that can be skewed by excellent performance on only the largest tasks. The analysis takes into consideration the <u>Total Planned Cost</u>, <u>Total Actual Cost</u>, and the number of Task Orders that fall within ±10% of the <u>Task Order Planned Cost</u>. This analysis will be performed in the following manner:
  - (a) Compute a percentage Task Order compliance based on the number of Task Orders where the <u>Task Order Actual Cost</u> is within ±10% of the <u>Task Order Planned Cost</u>.
  - (b) Compute a  $\pm$  percentage overall deviation by subtracting the <u>Total Planned Cost</u> and dividing the result by the <u>Total Planned Cost</u>.
  - (c) Compute the percentage overall Task Order compliance with the planned costs by computing [100-(the absolute value of the percentage determined in (b) above)].
  - (d) Average the values determined by (a) and (c) above.
- (3) <u>Cost Analysis Report</u>: The Contractor shall prepare and submit both Cost Analysis calculations defined above and include them as Appendix 1 to the self-assessment report. The analysis shall include:
  - (a) A listing of all Task Orders performed during the six-month evaluation period.
  - (b) The Task Order Planned Cost of each Task Order performed during the six-month evaluation period.
  - (c) The Task Order Actual Cost of each Task Order performed during the six-month evaluation period.
  - (d) The percentage of Task Orders where the Task Order Actual Cost falls at or below 105% of the Task Order Planned Cost.
  - (e) The Total Planned Cost of all Task Orders performed during the six-month evaluation period.
  - (f) The Total Actual Cost of all Task Orders performed during the six-month evaluation period.
  - (g) The percentage of Task Orders where the Task Order Actual Cost falls within ±10% of the Task Order Planned Cost.

#### (4) Definitions:

- (a) <u>Task Order Planned Cost</u> = The final negotiated cost of the individual Task Order applicable to the six-month evaluation period.
- (b) <u>Task Order Actual Cost</u> = The final cumulative cost incurred in performing the Task Order for the six-month evaluation period taken directly from the NASA Financial Management Report NF533.
- (c) <u>Total Planned Cost</u> = The sum of the planned cost for all Task Orders or milestones performed during the six-month evaluation period.
- (d) <u>Total Actual Cost</u> = The sum of the actual cost for all Task Orders or milestones performed during the six-month evaluation period.

The Government reserves the right to adjust both analyses listed above to correct errors in the Contractor's calculations or to factor in other circumstances that occurred during the six-month evaluation period.

#### PART IV - METHOD FOR DETERMINING AWARD FEE

- (A) A determination of the award fee earned for each evaluation period will be made by the FDO within 45 days after the end of the period. The method to be followed in monitoring, evaluating and assessing contractor performance during the period, as well as for determining the award fee earned or paid, is described below. Attachment 2 to Exhibit B summarizes the principal activities and schedules involved.
- (B) TMs will observe, assess, and report the performance by the Contractor on specified Task Orders. TMs will complete a semi-annual Task Order performance report using the standards/metrics specified in the Task Orders as the basis for evaluation. TMs will assign an overall adjective and numerical rating to Task Orders, with consideration given to quality, timeliness, and efficiency, using the definitions set forth in Attachment 1 to Exhibit B. In addition, TMs will indicate any major strengths or weaknesses that need to be brought to the AFEB's attention.
- (C) The Contractor may submit a 20-page (or less) self-assessment report including cost analyses (not included in the 20-page limitation) to the technical and business coordinators within 25 calendar days from the end of the initial 5-month evaluation period and each additional 6-month evaluation period. The report shall contain any pertinent information that the Contractor considers to be critical to the evaluation process. The Technical and Business Coordinators will assess the Contractor's performance for the period using this report and other documentation. Furthermore, the Contractor will have the opportunity to provide a 15-minute presentation to the AFEB at the beginning of the AFEB meeting.
- (D) The AFEB will implement a plan for evaluating the Contractor's performance and will periodically review the plan to determine if it is still current and whether any changes are necessary. The AFEB will convene on a schedule that ensures completion of the total award fee process within 60 calendar days after the end of the award fee period according to Attachment 2 to Exhibit B.

The AFEB will receive written and oral evaluation reports from the Coordinators. Using the approved evaluation plan and giving due consideration to all known performance data, the AFEB will assess the Contractor's overall performance. The AFEB will develop an adjective rating as set forth in Attachment 1 to Exhibit B for each of the Evaluation Factors: Technical Performance; Management, Safety and Security; and Cost. The adjective ratings will then be converted to a numerical rating.

The AFEB will then weigh each of the factor numerical ratings by the Factor weights as follows:

Technical Performance	. 50%
Management, Safety and Security	25%
Cost	

The AFEB will then sum the weighted scores to derive a recommended award fee rating. The AFEB will review the rating to ensure that it reflects the consensus of the AFEB members regarding the Contractor's overall performance for the period. The AFEB will then derive a recommended fee amount.

The AFEB meets with the Contractor to discuss findings and make changes, if needed. The AFEB will consider any further performance data offered by the Contractor, and, if necessary, will revise evaluation findings, adjective ratings, and recommended fee rating to reflect this additional information. The AFEB will document its evaluation results and recommended fee amount for transmittal to the FDO. If the FDO's final determination of award fee is different from that recommended by the AFEB, the FDO's rationale will be documented for the AFEB's file. The Board will prepare a "Notice of Award Fee" for transmittal by the Contracting Officer to the Contractor.

(E) The Office of Procurement will maintain the official award fee evaluation file containing: The AFEB Establishment Memorandum and revisions, evaluation plan and revisions, minutes of meetings, coordinators' and monitors' reports, contractor submittals, general correspondence, memoranda to the FDO, determinations of award fee, notices of award fee, and other documents of significance.

#### PART V — CHANGES TO EVALUATION PLAN

Throughout the period of performance, both parties to the contract are encouraged to submit suggestions for changing management emphasis, motivating higher performance levels, or simplifying the evaluation process. Both the Government and the contractor should work to eliminate any unnecessary contractual, organizational, or conceptual barriers that impede a partnering relationship.

The Government has the right to make unilateral changes to the plan. Any changes to this Award Fee Evaluation Plan will be made by the AFEB and will be approved by the AFEB Chairman. All changes will be effective at the beginning of the first award fee period after the Contracting Officer has notified the Contractor in writing of the changes.

#### Attachment 1

#### **GRADING TABLE**

Adjectival Rating	Description	Range of Performance Points
Excellent	Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.	100-91
Very Good	Very effective performance, fully responsive to contract requirements accomplished in a timely, efficient, and economical manner for the most part. Only minor deficiencies.	90-81
Good	Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.	80-71
Satisfactory	Meets or slightly exceeds minimum acceptable standards; adequate results. Reportable deficiencies with identifiable, but not substantial, effects on overall performance.	70-61
Poor/ Unsatisfactory	Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas which adversely affect overall performance	Less than 61

Any factor receiving a grade of "Poor/Unsatisfactory" (less than 61) will be assigned zero performance points for the purposes of calculating the award fee amount. The Contractor will not be paid any award fee when the total award fee score is "Poor/Unsatisfactory" (less than 61).

In accordance with NFS 1816.405-274, an overall fee determination of zero will be assessed for any evaluation period in which there is either:

- (1) A major breach or safety or security as defined in NASA FAR Supplement (NFS) 1852.223-75; or
- (2) A significant cost overrun within the Contractor's control.

#### Attachment 2

### ACTIONS AND SCHEDULES FOR AWARD FEE DETERMINATIONS

The following is a summary of the principal actions involved in determining the award fee for the evaluation periods.

<u>Action</u>	Schedule (Calendar Days)
AFEB Chair and members appointed.	Prior to end of the first award fee period
AFEB considers reports and other requested performance information.	On-going
Contractor submits self-assessment report.	NLT 14 calendar days after end of each award fee period
4. Technical Monitors submit evaluation reports.	NLT 21 calendar days after end of each award fee period
5. AFEB meets to assess Contractor's overall performance, assign an adjective rating and a proposed award fee based on the Scoring Guidelines.	NLT 39 calendar days after end of each award fee period
6. AFEB meets with the Contractor to discuss findings and make changes, if needed, based on any new information given by the Contractor.	NLT 39 calendar days after end of each award fee period
7. AFEB establishes findings and recommendations for the Award Fee Evaluation Report (AFER).	NLT 39 calendar days after end of each award fee period
8. AFEB chair submits AFER to the FDO.	NLT 40 calendar days after end of each award fee period
9. FDO considers the AFER and discusses it with AFEB, as appropriate.	NLT 44 calendar days after end of each award fee period
10. FDO signs award fee determination letter. Office of Procurement sends notification of Award Fee to the Contractor.	NLT 45 calendar days after end of each award fee period
11. Payment made to Contractor.	NLT 60 calendar days after end of period

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 2000006 See Block 16C LISSUED BY CODE LARC LARC LARC LARC LARC LARC LARC LARC	4. REQUISITION/PURCHASE REQ. NO.   S. PROJECT NO. (If applicable)
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PB Langley Blvd., Bldg. 1195B 4/S 126  Rampton VA 23681-2199  NAME AND ADDRESS OF CONTRACTOR (No., steel, county, State and LP Code)  FK SPACE SYSTEMS, INC. D50 POWDER MILL RD ELTSVILLE MD 20705-1971	NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199  (x) 9A AMENDMENT OF SOLICITATION NO.  9B DATED (SEE HEM 11)
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Except as provided herein, all terms and conditions of the document referenced	ern 9A or 1CA, as heretofore changed, remains unchanged and in full force and effect.
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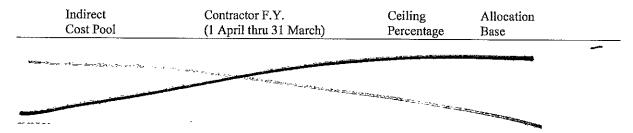
NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 The purpose of this modification to ATK Space Systems, Inc. Contract #NNL07AA00B is to establish an indirect rate ceiling, revise the contract schedule of rates for task orders, revise the Award Fee Plan, and incorporate award fee payment for the 4<sup>th</sup> period.

Accordingly, the contract is modified as follows:

- 1. Award Fee payable for the 4th period as reflected on Attachment 1 is hereby incorporated.
- 2. Under Section H, Special Contract Requirements, add paragraph H.29 as follows:

# H.29 ADVANCE AGREEMENT ON INDIRECT RATE(S) (LaRC 52.231-90) (APR 2002)

A. Notwithstanding the provision of the clause entitled "Allowable Cost and Payment," the Contractor will be reimbursed at the indirect ceiling rates specified below or the actual rates, whichever are lower, for ATK fiscal year 2010. The Contractor's fiscal year runs from April 1, 2009, through March 31, 2010. Any costs that are not reimbursed due to the ceilings shall be deemed unallowable costs. These unallowable costs shall not be recovered under this or any other Government contract.



- B. The above rate ceilings are in effect for Contractor's FY10 only, and are predicated upon the bases listed above and the accounting practices and accounting system in effect on April 1, 2009. If the Contractor changes its accounting practices or accounting system in any way during its FY10, the Contractor will immediately notify the Government. Within 30 days of such change the Contractor shall present to the Contracting Officer information that demonstrates that the change will not impact the allowable cost computed using the above rates or shall submit a proposal for adjustment of the ceiling so that the total cost allowable will not exceed the total costs that would have been allowable had the Contractor not changed its accounting practices or accounting system.
- D. During the Contractor's fiscal year, limitations may be adjusted at the discretion of the Contracting Officer to the extent that increases to the Contractor's indirect rates are caused by:
  - New or revised statutes and court decisions and/or written ruling or regulation by the Internal Revenue Service or any other taxing authority, or other unusual events. Wage determinations and/or regulations issued by the Department of Labor pursuant to the Service Contract Act of 1965, as amended.

ii. A proposal for any adjustment under paragraph (D) must be in sufficient detail to establish that the cause of the amount of adjustment requested was solely due to the permitted conditions stated in the paragraph. It must be submitted no later than 120 days after the condition(s) become known, or should have become known, to the Contractor. The amount of adjustment, if any, is at the discretion of the Contracting Officer and shall not be subject to the Disputes clause.

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- 3. Under Section J, List of Attachments, make the following changes:
  - A. Replace Exhibit B, "Award Fee Evaluation Plan" with the revised Exhibit B, attached hereto.
- B. Replace Exhibit C, "Schedule of Rates for Task Orders" with the revised Exhibit C, attached hereto.
- 4. Except as modified herein, all other terms and conditions remain unchanged and in full force and effect.

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TASK	ТО	TAL ESTIMATE \$	
NNL08AM27T	\$	_	
	\$	31,950.82	
NNL09AM01T	\$	<u>-</u>	
	\$	15,222.64	
TOTALS	\$	29,607,823.78	

# AWARD FEE EVALUATION PLAN (APPLICABLE TO CLIN 2)

Technology, Engineering, and Aerospace Mission Support (TEAMS)

CONTRACT No. NNL07AA00B

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PART I	INTRODUCTI	ON				
PART II	AWARD FEE EVALUATION BOARD ORGANIZATIONAL STRUCTURE					
PART III	EVALUATION REQUIREMENTS					
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PART V	CHANGES TO EVALUATION PLAN					
ATTACHMENT 1	GRADING TABLE					
ATTACHMENT 2	ACTIONS AND	O SCHEDULES FOR	R AWARD FEE DETERMINATIONS			
David Wall: Techn	ical Coordinator	<del></del>	Jason E. Taylor: Business Coordinator			
Jennifer Frost: S	ecretary					
Steven G. Reznic	k: Chair		Richard J. Siebels: Member			
Eric Vedeler: M	ember		Luat Nguyen: Member			
Jonathan Ransom:	Member	_	Trina M. Chytka: Member			
Chris Johansen: N	Member					

#### PART I — INTRODUCTION

Note: Modification 1, dated 22 Oct 2007, reflects a name change to Swales & Associates, Inc., DBA ATK Space resulting from a merger action.

Modification 4, dated 03 Nov 2008, reflects contractor name change to ATK Space Systems, Inc.

- (B) This plan applies to CLIN 2 Task Orders. CLIN 3 Task Orders are not subject to this Award Fee Plan.
- (C) The evaluation factors specified in Part III will be used to evaluate the Contractor's performance at the Task Order level.
- (D) The following matters, among others, are covered in the contract:
  - (1) The contractor is required to provide non-personal services to perform engineering, scientific, and related tasks. These services will assist the NASA Langley Research Center (LaRC) in meeting the objectives of its evolving mission functions along with interrelated functions of the agency and other NASA centers.
  - (2) The term of the contract is from <u>5 Dec 2006</u> through <u>4 Dec 2011</u>
  - (3) The estimated cost of performing the contract is \$ 200,000,000.00
  - (4) The award fee payable will be determined semi-annually by the Fee Determination Official in accordance with this plan.
  - (5) Award fee determinations are not subject to the Disputes clause of the contract.
  - (6) The FDO may unilaterally change the matters in this plan, as covered in Part V and not otherwise requiring mutual agreement under the contract, provided the contractor receives notice of the changes at least \_\_\_\_\_ 10 \_\_\_\_ work days PRIOR TO the beginning of the evaluation period to which the changes apply.

#### PART II — AWARD FEE EVALUATION BOARD ORGANIZATIONAL STRUCTURE

(A) <u>Charter</u>: The Award Fee Evaluation Board (AFEB) derives its authority from a Langley Research Center (LaRC) memorandum signed by the Center Director dated <u>1 Jun 2007</u>.

The Charter of the AFEB is to maintain an organization and establish a method of operation which will ensure acquisition of data necessary to permit a valid semi-annual assessment of the Contractor's performance in the following three areas: (1) Technical Performance; (2) Management, Safety, and Security; and (3) Cost. The AFEB is to implement an evaluation plan, evaluate the Contractor's overall performance concerning the contract work, discuss such evaluations with the Contractor, and submit to the Fee Determination Official (FDO) a fee recommendation for each evaluation period with applicable results and findings.

(B) <u>Award Fee Evaluation Board</u>: The AFEB membership consists of those individuals appointed in memorandums dated <u>11 Jun 2007 and 8 Jan 2008</u> signed by the Associate Director. Changes in the AFEB Chairperson, other Voting members, Secretary, and Technical

and Business Coordinators will be approved by the FDO in writing. The Center Director assigns the FDO and will make changes as required. The Contractor will be provided with notification of any such changes in writing. The AFEB is comprised of:

- (1) <u>Fee Determination Official</u> A member of Langley Research Center (LaRC) management designated to review the semi-annual recommendation of the AFEB in order to make a final determination of the award fee. The Center Director shall make the appointment and any changes of the FDO in writing.
- (2) <u>AFEB Chairperson</u> A LaRC civil service employee designated to lead the award fee evaluation process. The Chair is responsible for leading the preparation of the award fee plan and for all meetings of the AFEB. The Chair shall schedule all meetings so that the evaluation process can be completed within the time allotted. If the AFEB Chair is unavailable to schedule and conduct the meeting, the FDO shall appoint one of the other voting members to serve as Chairperson for the Award Fee Evaluation period.
- (3) <u>AFEB Secretary</u> A LaRC civil service employee designated to document the activities of the AFEB. The Secretary is responsible for the minutes of meetings or other documentation that summarizes the information reviewed, including any additional information provided by the contractor, as well as documenting the consideration given to all such information.
- (4) <u>Technical Monitor</u> A NASA civil service employee designated to serve as a liaison between the Contractor and the Contracting Officer's Technical Representative (COTR). A Technical Monitor (TM) is responsible for monitoring the overall task performance by the Contractor including delivery of the final product and/or services identified in Task Orders, and Performance Work Statement. TMs are appointed by the COTR and are identified in the Task Order document.
- (5) <u>Coordinator</u> A LaRC civil service employee designated to receive, validate, assess and present performance information to the AFEB. There are two Coordinators for this contract:
  - (a) <u>Technical Coordinator</u>—responsible for documenting and presenting the evaluation of the Contractor's Technical Performance. The Technical Coordinator will assimilate the TMs' semi-annual evaluation reports and input their adjective and numerical ratings, significant strengths/weaknesses, and other pertinent performance evaluation information into a report. The report will include analysis of the evaluation data input from the Contractor, and Coordinator's conclusions/recommendations. The Technical Coordinator will also document strengths and weaknesses of the Contractor's performance under the Technical Performance Factor, and assign an adjective rating as described in Attachment 1 to Exhibit B.
  - (b) <u>Business Coordinator</u> will evaluate the Management and Safety, and the Cost Factors, and will assign an adjective rating as described in Attachment 1 to Exhibit B for each Factor. In deriving a rating for the Management and Safety Factor, the Business Coordinator will take into account the effectiveness of the Contractor in recognizing and resolving business problems. The Business Coordinator will then perform a cost analysis as defined below and present the findings to the AFEB. The Business Coordinator will also document strengths and weaknesses in reference to Management and Safety along with the results of the Cost analysis.

The Coordinators' reports will be forwarded to the AFEB at least three working days prior to the scheduled AFEB meeting. The Coordinators will present an oral briefing of their evaluation results at the evaluation meetings.

(C) <u>AFEB Meeting</u> — The meetings will be scheduled so that the evaluation process can be completed and the Determinations and Findings presented to the FDO for action within 45 calendar days following completion of the evaluation period. At least four of the voting AFEB members shall be present in order to conduct the meeting.

#### PART III — EVALUATION REQUIREMENTS

The following is a description of the evaluation factors to be considered. The Contractor's performance levels will be assessed for each factor using the adjective ratings described in Attachment 1 to Exhibit B. The evaluation process will encompass actual performance and the conditions under which it was achieved. For example, performance will be considered in light of the priorities and workload existing during the evaluation period, taking into consideration factors beyond the Contractor's control, which either enhanced or detracted from performance.

- (A) <u>Technical Performance</u> The effectiveness of the Contractor's overall technical performance will be evaluated. The primary basis of the evaluation will be the specific standards/metrics listed in individual Task Orders.
- (B) <u>Management, Safety, and Security</u> The effectiveness of the Contractor's overall management will be evaluated at the contract level (vice the Task Order level). Consideration will be given to:
  - (1) Staffing effectiveness, including:
    - a. Balancing retention of required skillsets vs. overall contract "cost creep"
    - b. Proper training to maintain required skillsets
  - (2) Recognition, mitigation and management of Organizational Conflicts of Interest
  - (3) Responsiveness to emergency and other urgent tasks
  - (4) Compliance with US Government and NASA/LaRC regulations and procedures for:
  - a. Export control and general release of information
    - b. IT security and IT security training
    - Workplace safety and safety training
  - (5) Effectiveness of the Contractor's safety and health program:
    - a. Evaluation of the Contractor's emphasis on safety:
      - (i) Safety training
      - (ii) Actions taken to prevent accidents or safety violations
      - (iii) Recognition of safety hazards/violations and remedial actions
      - (iv) Timeliness and adequacy of required safety documentation
    - b. Analysis of lost-time and other accidents:
      - (i) Frequency

- (ii) Types of accidents
- (iii) Duration of lost time
- (iv) Reasons for the accidents
- (v) Assessment to determine if accidents represent isolated instances or are symptomatic of a contractor safety program deficiency
- (6) Effectiveness of the Contractor's security program:
  - a. Maintenance of Top Secret facility clearance capability
  - b. Maintenance of sufficient number of appropriately cleared staff
  - c. Compliance with applicable security regulations
  - d. No major security breaches
- (7) Subcontracting goals
  - a. Performance against the subcontracting plan incorporated in the contract. Consideration shall be given for accomplishment of goals for subcontracting with small business, HUBZone small business, women-owned small business, veteran-owned small business, and service-disabled veteranowned small business concerns.
  - Consideration shall be given to achievements in subcontracting high technology efforts
- (8) Overall management effectiveness, including:
  - a. Adequacy of equipment and other tools to perform the contract
  - b. Communications/cooperation/working relationships with Government
  - c. Quality and timeliness of required documentation
  - d. Recognition, resolution and prevention of problems
  - e. Soundness of management systems including:
    - (i) Control of Government property
    - (ii) Purchasing and subcontracting
    - (iii) Time and attendance
    - (iv) Work scheduling and control
  - f. Any other actions that significantly contribute to or detract from effective management.
- (C) <u>Cost Analyses</u> The effectiveness of the Contractor's management of cost will be evaluated. The cost evaluation is a subjective analysis based on a variety of factors. The evaluation will be based on the Task Orders performed during the six-month evaluation period, an overall assessment of the Contractor's indirect rates, and other areas of the planned and actual costs. These areas will include but are not limited to G&A and overhead, wrap rates, and material and travel costs. There will be two Task Order cost analyses also considered in the award fee process to address specific areas of cost performance as described below:

- (1) <u>Cost Overrun/Underrun Analysis</u>: The <u>Task Order Actual Cost</u> will be compared to the <u>Task Order Planned Cost</u> for each Task Order performed during the six-month evaluation period. This analysis considers the percentage of tasks that fall at or below 105% of the <u>Task Order Planned Cost</u>. Minimizing overruns is always important, however, controlling underruns is also important as the Award fee is based on the estimated cost, not the actual cost.
- (2) <u>Cost Estimation Accuracy Analysis</u>: This analysis assesses the Contractor's performance in controlling the actual number of Task Orders that exceed ±10% of the <u>Task Order Planned Cost</u> and managing the overall accuracy of its cost estimation. The analysis will provide an understanding of the overall Task Order compliance, rather than simply using an average that can be skewed by excellent performance on only the largest tasks. The analysis takes into consideration the <u>Total Planned Cost</u>, <u>Total Actual Cost</u>, and the number of Task Orders that fall within ±10% of the <u>Task Order Planned Cost</u>. This analysis will be performed in the following manner:
  - (a) Compute a percentage Task Order compliance based on the number of Task Orders where the <u>Task Order Actual Cost</u> is within ±10% of the <u>Task Order Planned Cost</u>.
  - (b) Compute a ± percentage overall deviation by subtracting the <u>Total Actual Cost</u> from the <u>Total Planned Cost</u> and dividing the result by the <u>Total Planned Cost</u>.
  - (c) Compute the percentage overall Task Order compliance with the planned costs by computing [100-(the absolute value of the percentage determined in (b) above)].
  - (d) Average the values determined by (a) and (c) above.
- (3) <u>Cost Analysis Report</u>: The Contractor shall prepare and submit both Cost Analysis calculations defined above and include them as Appendix 1 to the self-assessment report. The analysis shall include:
  - (a) A listing of all Task Orders performed during the six-month evaluation period.
  - (b) The Task Order Planned Cost of each Task Order performed during the six-month evaluation period.
  - (c) The Task Order Actual Cost of each Task Order performed during the six-month evaluation period.
  - (d) The percentage of Task Orders where the Task Order Actual Cost falls at or below 105% of the Task Order Planned Cost.
  - (e) The Total Planned Cost of all Task Orders performed during the six-month evaluation period.
  - (f) The Total Actual Cost of all Task Orders performed during the six-month evaluation period.
  - (g) The percentage of Task Orders where the Task Order Actual Cost falls within ±10% of the Task Order Planned Cost.

#### (4) Definitions:

- (a) <u>Task Order Planned Cost</u> = The final negotiated cost of the individual Task Order applicable to the six-month evaluation period.
- (b) <u>Task Order Actual Cost</u> = The final cumulative cost incurred in performing the Task Order for the six-month evaluation period taken directly from the NASA Financial Management Report NF533.
- (c) <u>Total Planned Cost</u> = The sum of the planned cost for all Task Orders or milestones performed during the six-month evaluation period.
- (d) <u>Total Actual Cost</u> = The sum of the actual cost for all Task Orders or milestones performed during the six-month evaluation period:

The Government reserves the right to adjust both analyses listed above to correct errors in the Contractor's calculations or to factor in other circumstances that occurred during the six-month evaluation period.

#### PART IV - METHOD FOR DETERMINING AWARD FEE

- (A) A determination of the award fee earned for each evaluation period will be made by the FDO within 45 days after the end of the period. The method to be followed in monitoring, evaluating and assessing contractor performance during the period, as well as for determining the award fee earned or paid, is described below. Attachment 2 to Exhibit B summarizes the principal activities and schedules involved.
- (B) TMs will observe, assess, and report the performance by the Contractor on specified Task Orders. TMs will complete a semi-annual Task Order performance report using the standards/metrics specified in the Task Orders as the basis for evaluation. TMs will assign an overall adjective and numerical rating to Task Orders, with consideration given to quality, timeliness, and efficiency, using the definitions set forth in Attachment 1 to Exhibit B. In addition, TMs will indicate any major strengths or weaknesses that need to be brought to the AFEB's attention.
- (C) The Contractor may submit a 20-page (or less) self-assessment report including cost analyses (not included in the 20-page limitation) to the technical and business coordinators within 25 calendar days from the end of the initial 5-month evaluation period and each additional 6-month evaluation period. The report shall contain any pertinent information that the Contractor considers to be critical to the evaluation process. The Technical and Business Coordinators will assess the Contractor's performance for the period using this report and other documentation. Furthermore, the Contractor will have the opportunity to provide a 15-minute presentation to the AFEB at the beginning of the AFEB meeting.
- (D) The AFEB will implement a plan for evaluating the Contractor's performance and will periodically review the plan to determine if it is still current and whether any changes are necessary. The AFEB will convene on a schedule that ensures completion of the total award fee process within 60 calendar days after the end of the award fee period according to Attachment 2 to Exhibit B.

The AFEB will receive written and oral evaluation reports from the Coordinators. Using the approved evaluation plan and giving due consideration to all known performance data, the AFEB will assess the Contractor's overall performance. The AFEB will develop an adjective rating as set forth in Attachment 1 to Exhibit B for each of the Evaluation Factors: Technical Performance; Management, Safety and Security; and Cost. The adjective ratings will then be converted to a numerical rating.

The AFEB will then weigh each of the factor numerical ratings by the Factor weights as follows:

Technical Performance	50%
Management, Safety and Security	20%
Cost	30%

The AFEB will then sum the weighted scores to derive a recommended award fee rating. The AFEB will review the rating to ensure that it reflects the consensus of the AFEB members regarding the Contractor's overall performance for the period. The AFEB will then derive a recommended fee amount.

The AFEB meets with the Contractor to discuss findings and make changes, if needed. The AFEB will consider any further performance data offered by the Contractor, and, if necessary, will revise evaluation findings, adjective ratings, and recommended fee rating to reflect this additional information. The AFEB will document its evaluation results and recommended fee amount for transmittal to the FDO. If the FDO's final determination of award fee is different from that recommended by the AFEB, the FDO's rationale will be documented for the AFEB's file. The Board will prepare a "Notice of Award Fee" for transmittal by the Contracting Officer to the Contractor.

(E) The Office of Procurement will maintain the official award fee evaluation file containing: The AFEB Establishment Memorandum and revisions, evaluation plan and revisions, minutes of meetings, coordinators' and monitors' reports, contractor submittals, general correspondence, memoranda to the FDO, determinations of award fee, notices of award fee, and other documents of significance.

## PART V — CHANGES TO EVALUATION PLAN

Throughout the period of performance, both parties to the contract are encouraged to submit suggestions for changing management emphasis, motivating higher performance levels, or simplifying the evaluation process. Both the Government and the contractor should work to eliminate any unnecessary contractual, organizational, or conceptual barriers that impede a partnering relationship.

The Government has the right to make unilateral changes to the plan. Any changes to this Award Fee Evaluation Plan will be made by the AFEB and will be approved by the AFEB Chairman. All changes will be effective at the beginning of the first award fee period after the Contracting Officer has notified the Contractor in writing of the changes.

#### Attachment 1

#### **GRADING TABLE**

Adjectival Rating	<u>Description</u>	Range of Performance Points
Excellent	Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.	100-91
Very Good	Very effective performance, fully responsive to contract requirements accomplished in a timely, efficient, and economical manner for the most part. Only minor deficiencies.	90-81
Good	Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.	80-71
Satisfactory	Meets or slightly exceeds minimum acceptable standards; adequate results. Reportable deficiencies with identifiable, but not substantial, effects on overall performance.	70-61
Poor/ Unsatisfactory	Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas which adversely affect overall performance	Less than 61

Any factor receiving a grade of "Poor/Unsatisfactory" (less than 61) will be assigned zero performance points for the purposes of calculating the award fee amount. The Contractor will not be paid any award fee when the total award fee score is "Poor/Unsatisfactory" (less than 61).

In accordance with NFS 1816.405-274, an overall fee determination of zero will be assessed for any evaluation period in which there is either:

- (1) A major breach or safety or security as defined in NASA FAR Supplement (NFS) 1852.223-75; or
- (2) A significant cost overrun within the Contractor's control.

#### Attachment 2

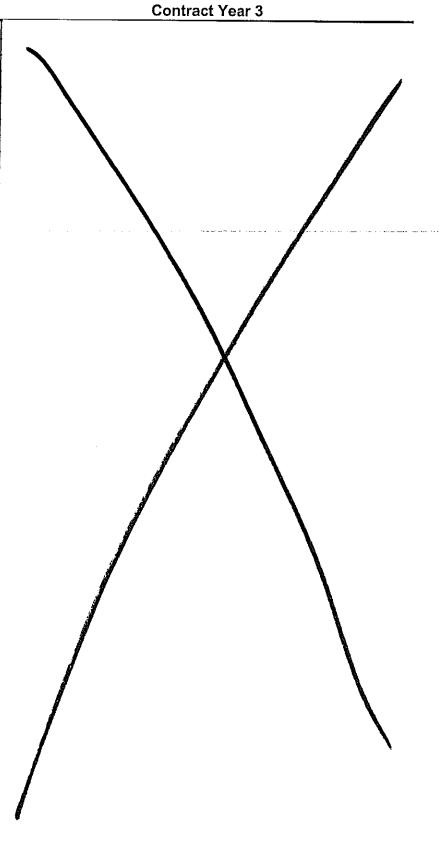
# ACTIONS AND SCHEDULES FOR AWARD FEE DETERMINATIONS

The following is a summary of the principal actions involved in determining the award fee for the evaluation periods.

Action	Schedule (Colondor Days)
AFEB Chair and members appointed.	(Calendar Days)  Prior to end of the first award fee period
2. AFEB considers reports and other requested performance information.	On-going
3. Contractor submits self-assessment report.	NLT 14 calendar days after end of each award fee period
4. Technical Monitors submit evaluation reports.	NLT 21 calendar days after end of each award fee period
5. AFEB meets to assess Contractor's overall performance, assign an adjective rating and a proposed award fee based on the Scoring Guidelines.	NLT 39 calendar days after end of each award fee period
6. AFEB meets with the Contractor to discuss findings and make changes, if needed, based on any new information given by the Contractor.	NLT 39 calendar days after end of each award fee period
7. AFEB establishes findings and recommendations for the Award Fee Evaluation Report (AFER).	NLT 39 calendar days after end of each award fee period
8. AFEB chair submits AFER to the FDO.	NLT 40 calendar days after end of each award fee period
9. FDO considers the AFER and discusses it with AFEB, as appropriate.	NLT 44 calendar days after end of each award fee period
10. FDO signs award fee determination letter. Office of Procurement sends notification of Award Fee to the Contractor.	NLT 45 calendar days after end of each award fee period
11. Payment made to Contractor.	NLT 60 calendar days after end of period

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Task Order Schedule of Rates
Classification
Senior Scientist
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Systems Analyst
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Support Personnel
Administrative Associate
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Air Traffic Controller
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
<u>Documentarian</u>
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Project Planner
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Scheduler/Cost Analyst
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin



Support Multimedia Specialist

ATK Beltsville Engineering ATK Beltsville Production

Vigyan

Vigyan

ATK LaRC

Lockheed Martin

Task Order Schedule of Rates	Contract Year 3
Classification	
Support Programmer	<b>A</b>
ATK LaRC	
ATK Beltsville Engineering	
ATK Beltsville Production	
Lockheed Martin	<b>#</b>
<u>Vigyan</u>	$oldsymbol{I}$
Technician	
Designer	
ATK LaRC	
ATK Beltsville Engineering	
ATK Beltsville Production	
Lockheed Martin	
·- Vigyan-····	
Electronic Technician	
ATK LaRC	
ATK Beltsville Engineering	
ATK Beltsville Production	
Lockheed Martin	
Vigyan	
Engineering Associate	
ATK LaRC	
ATK Beltsville Engineering	<b>V</b>
ATK Beltsville Production	$\Lambda$
Lockheed Martin	<i>4</i> \
Vigyan	
Mechanical Technician	
ATK LaRC	
ATK Beltsville Engineering	
ATK Beltsville Production	
Lockheed Martin	
Vigyan	
Cest Assistant	<b>/</b>
ATK LaRC	<b>\</b>
ATK Beltsville Engineering	<b>\</b>
ATK Beltsville Production	/
Lockheed Martin	
Vigyan	
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ATK LaRC	
ATK Beltsville Engineering	
ATK Beltsville Production	
Lockheed Martin	
Vigyan	
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Task Order Schedule of Rates
Classification
Technical Professional
Computer Scientist
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Engineer
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
· Vigyan
Engineer Supervisor
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Multimedia Specialist
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Operational Aircraft Pilot
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Programmer
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Project Manager
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Research Scientist
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan

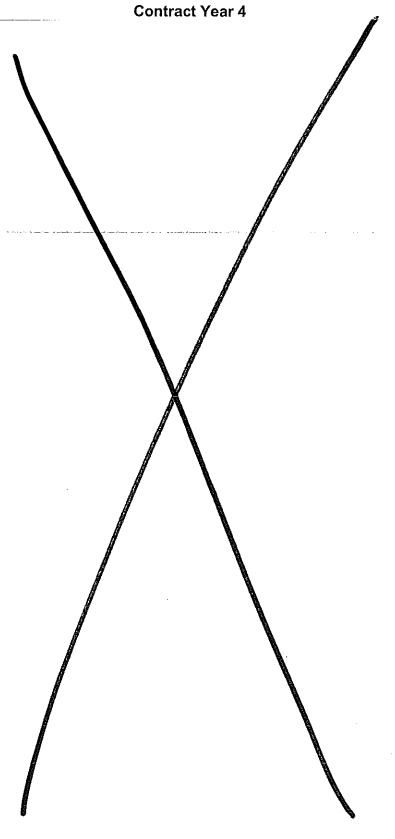
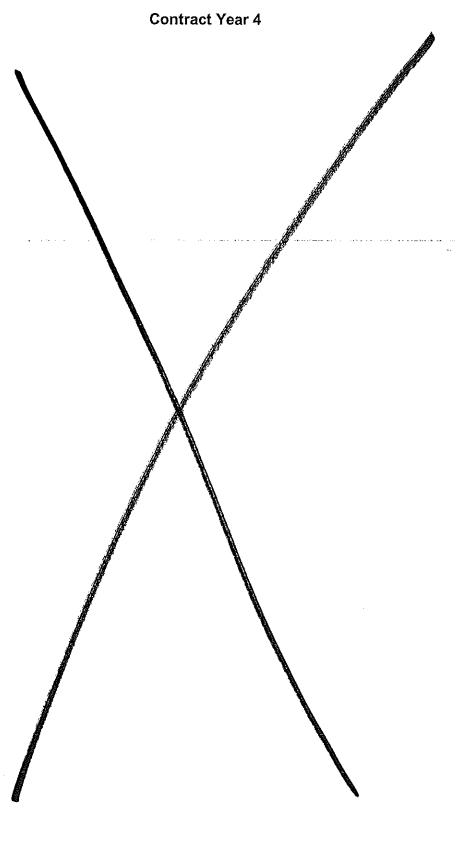


Table Outline Outline to the Control
Task Order Schedule of Rates
Classification
Senior Scientist
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Systems Analyst
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Support Personnel
Administrative Associate
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Air Traffic Controller
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Documentarian Documentarian
ATK LaRC
ATK Beltsville Engineering ATK Beltsville Production
Lockheed Martin
Vigyan
Project Planner
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Scheduler/Cost Analyst
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Support Multimedia Specialist
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
10



Vigyan

Task Order Schedule of	Rates	Ωf	ıle	ube	chi	S	rder	0	Task
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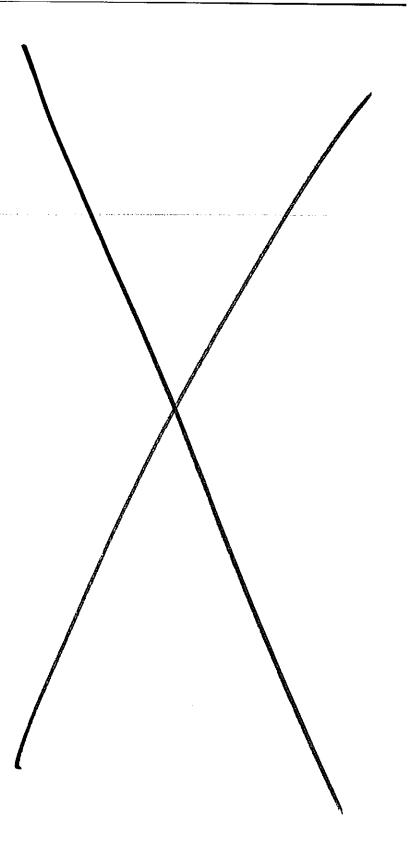
Co	ntra	ct Y	ear	4

Classification Support Programmer ATK LaRC ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin Vigyan Techniclan Designer ATK Beltsville Engineering ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin Vigyan Electronic Techniclan ATK LaRC ATK Beltsville Engineering ATK Beltsville Engineering ATK Beltsville Engineering ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin Vigyan Engineering Associate ATK LaRC ATK Beltsville Production Lockheed Martin Vigyan Mechanical Techniclan ATK LaRC ATK Beltsville Production Lockheed Martin Vigyan Mechanical Techniclan ATK LaRC ATK Beltsville Engineering ATK Beltsville Engineering ATK Beltsville Engineering ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin Vigyan Test Assistant ATK LaRC ATK Beltsville Production Lockheed Martin Vigyan Test Conductor ATK LaRC ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin Vigyan Test Conductor ATK LaRC ATK Beltsville Production Lockheed Martin Vigyan Test Conductor ATK Beltsville Production Lockheed Martin Vigyan	Task Order Schedule of Rates	Contract Year 4
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Engineering Associate ATK LaRC ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin Vigyan Mechanical Technician ATK LaRC ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin Vigyan Test Assistant ATK LaRC ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin Vigyan Test Assistant ATK LaRC ATK Beltsville Production Lockheed Martin Vigyan Test Conductor ATK Beltsville Production Lockheed Martin Vigyan Test Conductor ATK LaRC ATK Beltsville Production Lockheed Martin Lockheed Martin ATK LaRC ATK Beltsville Production Lockheed Martin	Lockheed Martin	
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Lockheed Martin Vigyan  Mechanical Technician  ATK LaRC  ATK Beltsville Engineering  ATK Beltsville Production  Lockheed Martin  Vigyan  Test Assistant  ATK LaRC  ATK Beltsville Engineering  ATK Beltsville Production  Lockheed Martin  Vigyan  Test Conductor  ATK LaRC  ATK Beltsville Production  Lockheed Martin  Vigyan  Test Conductor  ATK LaRC  ATK Beltsville Engineering  ATK Beltsville Production  Lockheed Martin		
Vigyan  Mechanical Technician  ATK LaRC  ATK Beltsville Engineering  ATK Beltsville Production  Lockheed Martin  Vigyan  Test Assistant  ATK LaRC  ATK Beltsville Engineering  ATK Beltsville Production  Lockheed Martin  Vigyan  Test Conductor  ATK LaRC  ATK Beltsville Production  Lockheed Martin  Vigyan  Test Conductor  ATK LaRC  ATK Beltsville Engineering  ATK Beltsville Engineering  ATK Beltsville Production  Lockheed Martin		X
Mechanical Technician ATK LaRC ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin Vigyan Test Assistant ATK LaRC ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin Vigyan Test Conductor ATK LaRC ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin Vigyan Test Conductor ATK LaRC ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin		
ATK LaRC ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin Vigyan  Test Assistant ATK LaRC ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin Vigyan  Test Conductor ATK LaRC ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin Vigyan  Test Conductor ATK LaRC ATK Beltsville Engineering ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin		/ \
ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin Vigyan  Test Assistant ATK LaRC ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin Vigyan  Test Conductor ATK LaRC ATK Beltsville Production Lockheed Martin Lockheed Martin  Vigyan  Test Conductor ATK LaRC ATK Beltsville Engineering ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin		
ATK Beltsville Production  Lockheed Martin  Vigyan  Test Assistant  ATK LaRC  ATK Beltsville Engineering  ATK Beltsville Production  Lockheed Martin  Vigyan  Test Conductor  ATK LaRC  ATK Beltsville Engineering  ATK Beltsville Production  Lockheed Martin		/ \
Lockheed Martin  Vigyan  Test Assistant  ATK LaRC  ATK Beltsville Engineering  ATK Beltsville Production  Lockheed Martin  Vigyan  Test Conductor  ATK LaRC  ATK Beltsville Engineering  ATK Beltsville Production  Lockheed Martin		
Vigyan  Test Assistant  ATK LaRC  ATK Beltsville Engineering  ATK Beltsville Production  Lockheed Martin  Vigyan  Test Conductor  ATK LaRC  ATK Beltsville Engineering  ATK Beltsville Engineering  ATK Beltsville Production  Lockheed Martin		/
Test Assistant  ATK LaRC  ATK Beltsville Engineering  ATK Beltsville Production  Lockheed Martin  Vigyan  Test Conductor  ATK LaRC  ATK Beltsville Engineering  ATK Beltsville Production  Lockheed Martin		
ATK LaRC  ATK Beltsville Engineering  ATK Beltsville Production  Lockheed Martin  Vigyan  Test Conductor  ATK LaRC  ATK Beltsville Engineering  ATK Beltsville Production  Lockheed Martin		
ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin Vigyan  Test Conductor ATK LaRC ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin		/
ATK Beltsville Production  Lockheed Martin  Vigyan  Fest Conductor  ATK LaRC  ATK Beltsville Engineering  ATK Beltsville Production  Lockheed Martin		
Lockheed Martin Vigyan  Test Conductor  ATK LaRC  ATK Beltsville Engineering  ATK Beltsville Production  Lockheed Martin		
Vigyan  Test Conductor  ATK LaRC  ATK Beltsville Engineering  ATK Beltsville Production  Lockheed Martin		
Test Conductor  ATK LaRC  ATK Beltsville Engineering  ATK Beltsville Production  Lockheed Martin		
ATK LaRC  ATK Beltsville Engineering  ATK Beltsville Production  Lockheed Martin		/
ATK Beltsville Engineering ATK Beltsville Production Lockheed Martin		/
ATK Beltsville Production  Lockheed Martin		
Lockheed Martin		/
vigyan		/
	vigyan .	
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Task Order	Schedule	of Rates
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Task Order Schedule of Rates			
Classification			
Technical Professional			
Computer Scientist			
ATK LaRC			
ATK Beltsville Engineering			
ATK Beltsville Production			
Lockheed Martin			
Vigyan			
Engineer			
ATK LaRC			
ATK Beltsville Engineering			
ATK Beltsville Production			
Lockheed Martin			
Vigyan			
Engineer Supervisor			
ATK LaRC			
ATK Beltsville Engineering			
ATK Beltsville Production			
Lockheed Martin			
Vigyan			
Multimedia Specialist			
ATK LaRC			
ATK Beltsville Engineering			
ATK Beltsville Production			
Lockheed Martin			
Vigyan			
Operational Aircraft Pilot			
ATK LaRC			
ATK Beltsville Engineering			
ATK Beltsville Production			
Lockheed Martin			
Vigyan			
Programmer ATK LaRC			
ATK Beltsville Engineering ATK Beltsville Production			
Lockheed Martin			
Vigyan			
Project Manager			
ATK LaRC			
ATK Beltsville Engineering			
ATK Beltsville Production			
Lockheed Martin			
Vigyan			
Research Scientist			
ATK LaRC			
ATK Beltsville Engineering			
ATK Beltsville Production			
Lockheed Martin			
Vigyan			

# Contract Year 5



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Vigyan

Task Order Schedule of Rates	Contract Year 5
Classification	•
Senior Scientist	
ATK LaRC	
ATK Beltsville Engineering	
ATK Beltsville Production	
Lockheed Martin	
Vigyan	
Systems Analyst	1
ATK LaRC	
ATK Beltsville Engineering	
ATK Beltsville Production	
Lockheed Martin	
Vigyan	
Support Personnel	
Administrative Associate	
ATK LaRC	
ATK Beltsville Engineering	
ATK Beltsville Production	
Lockheed Martin	
Vigyan	
Air Traffic Controller	
ATK LaRC	<b>\</b>
ATK Beltsville Engineering	
ATK Beltsville Production	
Lockheed Martin	V
Vigyan	
<u>Documentarian</u>	
ATK LaRC	
ATK Beltsville Engineering	/ \
ATK Beltsville Production	/
Lockheed Martin	
Vigyan	<i>[</i>
Project Planner	
ATK LaRC	<i>\</i>
ATK Beltsville Engineering	/
ATK Beltsville Production	
Lockheed Martin	
Vigyan	/
cheduler/Cost Analyst	<b>\</b>
ATK LaRC	
ATK Beltsville Engineering	/
ATK Beltsville Production	
Lockheed Martin	
Vigyan	
upport Multimedia Specialist	· <b>/</b>
ATK LaRC	
ATK Beltsville Engineering	
ATK Beltsville Production	
Lockheed Martin	
Vigyan	

Task Order Schedule of Rates	Contract Year 5
Classification	
Support Programmer	
ATK LaRC	1
ATK Beltsville Engineering	\
ATK Beltsville Production	\
Lockheed Martin	
Vigyan	
Technician	\
Designer	
ATK LaRC	
ATK Beltsville Engineering	
ATK Beltsville Production	
Lockheed Martin	\ /
Vigyan	·····
Electronic Technician	\
ATK LaRC	
ATK Beltsville Engineering	
ATK Beltsville Production	
Lockheed Martin	\ /
Vigyan	\ /
Engineering Associate	\ /
ATK LaRC	\ /
ATK Beltsville Engineering	
ATK Beltsville Production	V
Lockheed Martin	lack
Vigyan	
Mechanical Technician	
ATK LaRC	
ATK Beltsville Engineering	
ATK Beltsville Production	
Lockheed Martin	
Vigyan	
Test Assistant	
ATK LaRC	
ATK Beltsville Engineering	
ATK Beltsville Production	
Lockheed Martin	\
Vigyan	
Test Conductor	
ATK LaRC	
ATK Beltsville Engineering	/
ATK Beltsville Production	
Lockheed Martin	
Vigyan	
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